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5 IN THE UNITED STATES DISTRICT COURT
6 FOR THE NORTHERN DISTRICT OF CALIFORNIA
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8 IN RE: TFT-LCD (FLAT PANEL) ANTITRUST LITIGATION No. M 07-1827 SI
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MDL. No. 1827

10 This Order Relates to:

11 ALL CASES

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14 **ORDER RE: CLASS NOTICE FOR
DIRECT PURCHASER PLAINTIFFS**

15 This order resolves the outstanding issues pertaining to the notice to the direct purchaser classes.

16 The Court has reviewed the parties' submissions regarding the disputed language, and the Court orders
17 as follows:

- 18 1. The parties disagree about the following: on page 1, "Defendants deny Plaintiffs'
19 allegations, and deny that Plaintiffs or any direct purchaser suffered any damages." and
20 on page 4, "Defendants deny Plaintiffs' allegations and deny that direct purchasers
21 suffered any overcharge." The Court agrees with plaintiffs' position that the additional
22 language proposed by defendants (shown here with underlining) is unnecessary because
23 the notice already states that defendants deny plaintiffs' allegations, and potentially
24 confusing because class members may equate "damages" with product defects rather
25 than economic injury. The Court adopts the language proposed by plaintiffs.
26 2. On page 5, the parties disagree about the inclusion of a bullet point list breaking down
27 the class definitions. Plaintiffs assert that the bullet point list is unnecessary because the
28 earlier class definitions are sufficient, while defendants contend that the bullet point list,

1 which is framed in laymen's terminology, will make it easier for class members to know
2 if the classes apply to them. The Court agrees with defendants' position and adopts the
3 language proposed by defendants.

- 4 3. One page 6, plaintiffs have proposed the following sentence: "If there is a recovery from
5 the Non-Settling Defendants, you will be able to file a claim to receive your share of the
6 recovery." Defendants object that this sentence presupposes an issue that the Court has
7 not yet decided, namely whether there will be a claims process at the end of a trial.
8 Defendants argue that the sentence should be omitted or replaced with the following: "If
9 there is a recovery from the Non-Settling Defendants, the Court will decide when and
10 how you will receive any monies you are due as a result of that recovery." The Court
11 agrees with defendants that it is inappropriate to refer to a claims process in the class
12 notice, and the Court adopts the language suggested by defendants.

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14 **IT IS SO ORDERED.**

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16 Dated: September 27, 2010
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16 SUSAN ILLSTON
17 United States District Judge
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